

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

JY CO., LTD,  
Plaintiff,

v.

Fresh Town USA, LLC,  
Defendant.

Civil Action No. 1:24-cv-12575

**COMPLAINT**

**INTRODUCTION**

1. Plaintiff, JY Co., Ltd. ("Plaintiff"), by and through its attorney, brings this complaint against Fresh Town USA, LLC ("Defendant") for breach of contract, unjust enrichment, and account stated. Plaintiff seeks recovery of the total amount owed for goods supplied to Defendant, which remains unpaid despite numerous demands. Defendant has failed to pay a single dollar for goods received and retained, thus causing significant financial harm to Plaintiff.
2. Plaintiff brings this civil action seeking damages \$896,027.59 for goods delivered, plus interest and other relief.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a) as there is complete diversity of citizenship between the parties, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.
4. Venue is proper in this district under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred within this judicial district, and Defendant conducted business in Massachusetts.

### **PARTIES**

5. Plaintiff, JY Co., Ltd., is a corporation organized under the laws of South Korea with its principal place of business located at 16, Gaetbeol-ro 145beon-gil, Yeonsu-gu, Incheon, 21999, South Korea. Plaintiff is engaged in the manufacture, sale, and distribution of commercial kitchen equipment, including but not limited to commercial freezers.
6. Defendant, Fresh Town USA, LLC, is a limited liability company organized under the laws of Texas, with its principal place of business located at 7460 Warren Parkway, Suite 100, Frisco, TX 75034. Defendant operates in the food retail and distribution industry and relies on commercial-grade refrigeration equipment for the storage and preservation of perishable goods.

### **FACTUAL BACKGROUND**

#### **Contractual Agreement**

7. From 2017 to 2020, Plaintiff and Defendant entered into a series of contracts for the sale of various commercial kitchen appliances, specifically commercial freezers, to be

delivered by Plaintiff to Defendant. The goods were necessary for Defendant's business operations in food retail and storage.

8. The contracts required Plaintiff to deliver commercial freezers and other equipment in exchange for payment from Defendant as per the agreed price set forth in various purchase orders and invoices.
9. Pursuant to the agreements, Plaintiff supplied and delivered multiple commercial freezers.

### **Delivery and Performance**

10. Plaintiff fully performed all obligations under the contracts by delivering the goods to Defendant's specified location on multiple dates.
11. The goods delivered were of high quality, met all contractual specifications, and were accepted without objection by Defendant upon delivery.
12. Upon receipt of the goods, Defendant retained the equipment and used the goods in its business operations, deriving substantial benefits from the freezers and refrigeration units supplied by Plaintiff.

### **Failure to Pay**

13. Despite Plaintiff's full performance under the contracts and the delivery of goods in compliance with the agreed terms, Defendant has failed to pay any amount owed under the contracts. A copy of account receivable ledger is herein attached and marked as **Exhibit 1.**

14. Plaintiff issued several invoices to Defendant, totaling the amount of \$896,027.59, which remain unpaid.

15. The total outstanding balance owed by Defendant to Plaintiff for the goods delivered is \$896,027.59, which includes the value of all delivered equipment and applicable charges.

### **Demand for Payment**

16. Plaintiff made multiple demands for payment from Defendant through written and verbal communications from June 2020 to this day. Despite repeated requests, Defendant has failed and refused to pay any portion of the invoiced amounts.

17. Defendant did not dispute the invoices or raise any issues regarding the quality or condition of the goods supplied. Defendant simply refused to fulfill its payment obligations under the contract.

18. As a result, Plaintiff has suffered significant financial harm and continues to accrue damages, including but not limited to the loss of the payment for the goods supplied, lost business opportunities, and expenses associated with collection efforts.

### **COUNT I – BREACH OF CONTRACT**

19. Plaintiff incorporates by reference the allegations in paragraphs 1 through 18.

20. Defendant entered into valid and enforceable contracts with Plaintiff for the purchase of goods, including commercial kitchen equipment.

21. Plaintiff performed all conditions, covenants, and promises required under the contracts by delivering the goods to Defendant in good faith.

22. Defendant materially breached the contracts by failing to pay the amounts due for the goods delivered, in violation of the terms of the agreement.

23. As a direct and proximate result of Defendant's breach, Plaintiff has suffered damages in the amount of \$896,027.59, plus interest and other costs.

### **COUNT II – UNJUST ENRICHMENT**

24. Plaintiff incorporates by reference the allegations in paragraphs 1 through 23.

25. Defendant has been unjustly enriched at Plaintiff's expense by receiving and retaining valuable goods without paying for them.

26. Defendant has received the benefit of the goods supplied by Plaintiff and continues to use them in its business operations, but has refused to provide any consideration in return.

27. It would be inequitable and unjust for Defendant to retain the benefits of Plaintiff's goods without paying the full amount owed.

28. As a result of Defendant's unjust enrichment, Plaintiff is entitled to recover the amount of \$896,027.59, plus interest.

### **COUNT III – ACCOUNT STATED**

29. Plaintiff incorporates by reference the allegations in paragraphs 1 through 28.

30. Plaintiff presented Defendant with regular statements of account, including invoices, detailing the total amount owed for the goods delivered.

31. Defendant accepted and retained the goods without objection to the accuracy of the statements or invoices provided by Plaintiff.

32. Defendant's failure to make payment in response to these statements creates an account stated, and Defendant is liable for the full amount of \$896,027.59, plus interest.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, JY Co., Ltd., respectfully requests that this Court enter judgment in its favor and against Defendant Fresh Town USA, LLC as follows:

- a. Awarding Plaintiff damages in the amount of \$896,027.59, or an amount to be determined at trial;
- b. Awarding Plaintiff prejudgment interest, post-judgment interest, and other applicable interest as allowed by law;
- c. Awarding Plaintiff its costs and expenses incurred in this action, including reasonable attorneys' fees;
- d. Awarding Plaintiff any and all other relief that this Court deems just and proper.

Dated: October 7, 2024

Respectfully submitted,

The Plaintiff,  
By their Attorneys,

/s/ Daze S. Lee

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Boston, MA 02109  
617-523-4552  
daze@swiftlawgroupopc.com

# **EXHIBIT 1**



# 거래처별매출원장

(주) 제이와이

검색기간	2024-01-01	업체명	사업자번호	대표자
	2024-12-31		FRESH TOWN	0
거래시작일	최종거래일	거래구분	결재일	
2024-12-31	2024-12-31	매출	0	
전미수금	매출입금	매출합계	미수금	거래건수
1,163,939,839	-	-	1,163,939,839	1

No.	거래일	내역	매출입금	매출금액	비고
1	2024-12-31	외화환차 손익.손실			-

\* 2024년 9월 30일 기준

총 미수금 \$ 896,021.59

# 거 래 처 별 매 출 원 장

(주) 제 이 와 이

검색기간	2023-01-01	업체명	사업자번호	대표자
	2023-12-31	<b>FRESH TOWN</b>	0	해외
거래시작일	최종거래일	거래구분	결재일	
2023-12-31	2023-12-31	매 출	0	
전미수금	매출입금	매출합계	미수금	거래건수
1,060,627,858		-	1,163,939,839	1

No.	거래일	내역	매출입금	매출금액	비고
1	2023-12-31	외화환차 손익.손실	-103,311,981		.00

\$896,027.59

# 거래처별매출원장

(주) 제이와이

검색기간	2022-01-01	업체명	사업자번호	대표자
	2022-12-31			
거래시작일	최종거래일	FRESH TOWN	0	해외
거래구분	결재일			
2022-12-31	2022-12-31	매출	0	
전미수금	매출입금	매출합계	미수금	거래건수
1,060,627,858	-	-	1,060,627,858	1

No.	거래일	내역	매출입금	매출금액	비고
1	2022-12-31	외화환차 손익.손실			

₩ 896,021,59

# 거래처별매출원장

(주) 제이와이

검색기간	2021-01-01	업체명	사업자번호	대표자
	2021-12-31		FRESH TWON	0
거래시작일	최종거래일	거래구분	결재일	
2021-12-31	2021-12-31	매출	0	

전미수금	매출입금	매출합계	미수금	거래건수
960,463,429		-	1,060,627,858	1

No.	거래일	내역	매출입금	매출금액	비고
1	2021-12-31	외화환차 손익.손실	-100,164,429		.00

←  
\$896,027.59

## 거 래 처 별 매 출 원 장

(주) 제 이 와 이

검색기간	2020-01-01	업체명	사업자번호	대표자
	2020-12-31		FRESH TOWN	0
거래시작일	최종거래일	거래구분	결재일	
2020-04-20	2020-12-31	매출	0	

전미수금	매출입금	매출합계	미수금	거래건수
1,162,634,155	202,170,726	-	960,463,429	4

No.	거래일	내역	매출입금	매출금액	비고
1	2020-04-20	FRESH TOWN \$90,715	110,345,726		90,715.00
2	2020-05-07	FRESH TWON \$50,000	61,150,000		50,000.00
3	2020-05-21	FRESH TWON \$25,000	30,675,000		25,000.00
4	2020-12-31	외화환차 손익.손실			.00

\$896,021.59


# 거래처별매출원장

(주) 제이와이

검색기간	2019-01-01	업체명	사업자번호	대표자
	2019-12-31		FRESH TOWN	0
거래시작일	최종거래일	거래구분	결재일	
2019-01-24	2019-06-03	매출	0	

전미수금	매출입금	매출합계	미수금	거래건수
1,339,222,279	633,739,024	457,150,900	1,162,634,155	11

No.	거래일	내역	매출입금	매출금액	비고
1	2019-01-24	FRESH TOWN \$180,000	203,034,360		180,000.00
2	2019-02-12	FRESH TOWN \$30,000	33,720,000		30,000.00
3	2019-01-28	REFRIGERATOR XTR49-BM146PC \$81,260.28 삼국무역		90,044,516	81,260.28
4	2019-02-22	FRESH TOWN \$50,000	56,200,000		50,000.00
5	2019-03-05	FRESH TOWN \$50,000	56,250,000		50,000.00
6	2019-02-22	REFRIGERATOR XTR49-BM 211PC \$123,531.48 삼국무역		137,614,068	123,531.48
7	2019-02-21	REFRIGERATOR XTR49-BM 42PC \$39,758.04 삼국무역		44,330,214	39,758.04
8	2019-04-28	REFRIGERATOR XTR23-BM 99PC \$67,996.8 삼국무역		78,141,922	67,996.80
9	2019-06-03	FRESH TOWN \$238,904	284,534,664		238,904.00
10	2019-05-05	XTR23-BM 243PC \$71,348.26 삼국무역		81,993,420	71,348.26
11	2019-05-05	XTR49-BM 외 419PC \$21,777.55 삼국무역		25,026,760	21,777.55


  
 \$1,061,142.59



# 거 래 처 별 매 출 원 장

( ㉠ 제 이 와 이

검색기간	2018-01-01	업체명	사업자번호	대표자
	2018-12-31	<b>FRESH TOWN</b>	0	해외
거래시작일	최종거래일	거래구분	결재일	
2018-01-03	2018-12-31	<b>매 출</b>	0	

전미수금	매출입금	매출합계	미수금	거래건수
626,050,615	797,764,492	1,510,936,156	1,339,222,279	32

\$1204,914.18

No.	거래일	내역	매출입금	매출금액	비고
1	2018-02-02	FRESH TOWN \$300,000	321,300,000		300,000.00
2	2018-01-03	XTCF4 외 388EA \$56,920.32 / 삼국무역		60,648,600	56,920.32
3	2018-01-19	XTPZ67외 216PC \$143,145.36 삼국무역		152,736,099	143,145.36
4	2018-03-06	FRESH TOWN \$200,000	216,000,000		200,000.00
5	2018-03-09	XTR23-BM 외 30PC \$22,244.76 삼국무역		23,813,015	22,244.76
6	2018-03-16	XTR23-BM 외 30PC \$22,096.8 삼국무역		23,588,334	22,096.80
7	2018-04-12	XTR23-BM 외 194PC \$135,399.6 삼국무역		143,726,675	135,399.60
8	2018-05-30	FRESHTOWN \$30,000	32,280,000		30,000.00
9	2018-05-11	XTR23-BM 외 102PC \$79,538.76 /삼국무역		84,040,653	79,538.76
10	2018-05-11	XTF49-BM 외 42PC \$93,586.32 삼국무역		98,883,305	93,586.32
11	2018-07-09	FRESH TOWN \$50,000	55,850,000		50,000.00
12	2018-07-13	FRESH TOWN \$30,000	33,810,000		30,000.00
13	2018-07-16	FRESH TOWN \$20,000	22,460,000		20,000.00
14	2018-07-31	FRESH TOWN \$50,000	55,800,000		50,000.00
15	2018-07-19	REFRIGERATOR 228PC \$41,685.84 삼국무역		47,417,643	41,685.84
16	2018-07-20	REFRIGERATOR 168PC \$114,696 삼국무역		130,237,308	114,696.00
17	2018-07-01	SHOWCASE FREEZER 466PC \$89,348.4 삼국무역		99,444,769	89,348.40
18	2018-10-04	REFRIGERATOR XTR23-BM 932PC \$1,555.2 삼국무역		1,739,491	1,555.20
19	2018-10-04	REFRIGERATOR XTR49-BM 86PC \$68,578.92 삼국무역		76,706,640	68,578.92
20	2018-10-13	REFRIGERATOR XTCF16 ,121PC \$26,622 삼국무역		29,867,221	26,622.00
21	2018-11-10	REFRIGERATOR XTR23-BM 39PC \$24,766.56 삼국무역		27,689,014	24,766.56
22	2018-11-16	REFRIGERATOR XTCF20 112PC \$26,006.4 삼국무역		29,153,174	26,006.40
23	2018-11-17	REFRIGERATOR XTSU29 89PC \$58388.04 삼국무역		65,190,246	58,388.04
24	2018-11-16	REFRIGERATOR XTR23-BM 93PC \$49,651.92 삼국무역		55,659,802	49,651.92
25	2018-11-24	REFRIGERATOR XTO-40-G 외 70PC \$42,638.4 삼국무역		47,669,731	42,638.40
26	2018-11-24	REFRIGERATOR XTR23-BM 154PC \$97,230.87 삼국무역		108,704,112	97,230.87
27	2018-12-12	FRESH TOWN \$50,000	56,450,000		50,000.00
28	2018-11-27	REFRIGERATOR 98PC \$70,919.27 삼국무역		79,358,663	70,919.27
29	2018-12-10	REFRIGERATOR SC55PC 외 \$58,771.44 삼국무역		65,647,698	58,771.44
30	2018-12-04	REFRIGERATOR XTCF16 251PC \$53,859.6 삼국무역		59,013,963	53,859.60
31	2018-12-28	FRESH TOWN \$50,000	56,050,000		50,000.00
32	2018-12-31	외화환차 손익.손실	-52,235,508		.00

## 거 래 처 별 매 출 원 장

(주) 제 이 와 이

검색기간	2017-01-01	업체명	사업자번호	대표자
	2017-12-31	<b>FRESH TOWN</b>	0	해외
거래시작일	최종거래일	거래구분	결재일	
2017-04-06	2017-12-31	매 출	0	
전미수금	매출입금	매출합계	미수금	거래건수
0	742,211,408	1,368,262,023	626,050,615	26

\$560,268.88

No.	거래일	내역	매출입금	매출금액	비고
1	2017-04-06	COMMERCIAL FREEZER \$77,000		85,094,240	77,000.00
2	2017-04-06	COMMERCIAL FREEZER \$77,000		85,094,240	77,000.00
3	2017-04-10	COMMERCIAL FREEZER \$154,000		171,027,780	154,000.00
4	2017-04-18	FRESH TOWN \$154,000	170,188,480		154,000.00
5	2017-05-10	FRESH TOWN \$77,000	87,541,300		77,000.00
6	2017-06-14	COMMERCIAL FREEZER 1차 \$162,998.50		181,050,583	162,998.50
7	2017-06-20	FRESH TOWN USA \$162,998.50	181,050,583		162,998.50
8	2017-06-21	COMMERCIAL FREEZER 2차 \$144,986.70		161,531,132	144,986.70
9	2017-06-28	COMMERCIAL FREEZER 3차 \$122,206.80		137,593,858	122,206.80
10	2017-07-03	BD-350외 \$39,042 삼국무역		44,429,796	39,042.00
11	2017-07-24	COMMERCIAL FREEZER \$86,976.60		97,113,722	86,976.60
12	2017-08-02	COMMERCIAL FREEZER \$67,043.10		74,179,837	67,043.10
13	2017-07-29	TUC-29BR 55EA \$28,737.72 삼국무역		32,502,361	28,737.72
14	2017-08-22	FRESH TOWN \$77,000	87,626,000		77,000.00
15	2017-08-19	TUC-60BR외 51EA \$34,517.88 삼국무역		39,005,204	34,517.88
16	2017-08-26	ST-23BR외 51EA \$41,059.92 삼국무역		45,822,870	41,059.92
17	2017-10-11	FRESH TOWN \$10,000	11,380,000		10,000.00
18	2017-10-11	FRESH TOWN \$40,000	45,520,000		40,000.00
19	2017-11-28	FRESH TOWN USA \$150,000	163,044,565		150,000.00
20	2017-11-10	COMMERCIAL REFRIGERATOR \$64,726.56 삼국무역		71,762,337	64,726.56
21	2017-11-10	COMMERCIAL REFRIGERATOR \$23,176.80 삼국무역		25,696,118	23,176.80
22	2017-12-07	TSSU-60 외 \$61,572.96 삼국무역		66,732,774	61,572.96
23	2017-12-10	TUC-60BR 외 \$18,820.08/삼국무역		20,406,620	18,820.08
24	2017-12-28	BD-550 65EA \$13,197.60 /삼국무역 누락분		13,997,374	13,197.60
25	2017-12-21	BD-350 96EA 14,204.16 /삼국무역 누락분		15,221,177	14,204.16
26	2017-12-31	외화환차 손익.손실	-4,139,520		